

# **EXHIBIT B**



**KORDE & ASSOCIATES, P.C.**  
**ATTORNEYS AT LAW**

SERVING MASSACHUSETTS, NEW HAMPSHIRE, & RHODE ISLAND

November 3, 2017

Bilerka Bordas  
29 Georgia Avenue Apt 2  
Providence, RI 02905

9489 0090 0027 6018 5297 06

VIA FIRST CLASS MAIL &  
CERTIFIED MAIL RETURN RECEIPT  
REQUESTED NO.

Please reference our File #: 11-005300/Bordas

RE: Mortgage Electronic Registration Systems, Inc. acting solely as nominee for First NLC Financial Services, LLC dated May 8, 2006 and as recorded on May 15, 2006 at 10:05:07AM in Book 8042 at Page 331 in the Records of Land Evidence in the City of Providence, RI  
Property Address: 29 Georgia Avenue, Providence, RI 02905

Dear Sir/Madam:

Please be advised that I have been instructed by the Holder of the Mortgage to commence a foreclosure of the property at 29 Georgia Avenue, Providence, RI 02905. The property will be sold at a public auction on December 28, 2017 at 10:00 AM on the premises of said 29 Georgia Avenue, Providence, RI 02905.

A copy of the Notice of Sale, which is to be published in the Providence Journal on December 6, 2017, December 13, 2017 and December 20, 2017 concerning this foreclosure is attached hereto.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. If, however, the debt secured by your mortgage has been discharged in bankruptcy, no demand for payment of the loan is being made and this letter is solely intended to advise you of the pending liquidation of the loan.

In the event that there is a deficiency resulting from said foreclosure, proceedings may be instituted against you for the purpose of collecting said deficiency.

If you have any questions regarding this matter, please contact my office.

Very truly yours,

Susan W. Cody

SWC/ke

900 CHELMSFORD STREET, SUITE 3102, LOWELL, MASSACHUSETTS 01851  
PHONE: 978-256-1500 / FAX: 978-256-7615  
HOURS OF OPERATION: 8:30AM - 5:30PM, EST MONDAY THRU FRIDAY



MORTGAGEE'S SALE  
29 Georgia Avenue, Providence, RI 02905

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The premises described in the mortgage will be sold subject to all encumbrances and prior liens on December 28, 2017 at 10:00 AM on the premises, by virtue of the power of sale contained in a mortgage from Bilerka Bordas and Alvaro Berreondo dated May 8, 2006 and recorded in Book 8042 at Page 331 in the Records of Land Evidence in the City of Providence, RI, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

By order of the Mortgagee which gives notice of its intention to bid at such sale or any postponement or adjournment thereof.

KORDE & ASSOCIATES, P.C.  
Attorneys for the Holder of the Mortgage  
900 Chelmsford Street  
Suite 3102  
Lowell, MA 01851  
(978) 256-1500

(12/6/2017, 12/13/2017, 12/20/2017)

11-005300



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NOTICE TO SERVICEMEMBERS

A servicemember on active duty or deployment or who has recently ceased such duty or deployment has certain rights under subsection 34-27-4(d) of the Rhode Island general laws set out below. To protect your rights if you are such a servicemember, you should give written notice to the servicer of the obligation or the attorney conducting the foreclosure, prior to the sale, that you are a servicemember on active duty or deployment or who has recently ceased such duty or deployment. This notice may be given on your behalf by your authorized representative. If you have any questions about this notice, you should consult with an attorney.

Excerpt from Rhode Island General Laws Section 34-27-4:

(d) Foreclosure sales affecting servicemembers.-

(1) The following definitions shall apply to this subsection and to subsection (c):

- (i) "Servicemember" means a member of the Army, Navy, Air Force, Marine Corps, or Coast Guard and members of the National Guard or Reserves called to active duty.
- (ii) "Active duty" has the same meaning as the term is defined in 10 U.S.C. sections 12301 through 12304. In the case of a member of the National Guard, or Reserves "active duty" means and includes service under a call to active service authorized by the President or the Secretary of Defense for a period of time of more than thirty (30) consecutive days under 32 U.S.C. section 502(f), for the purposes of responding to a national emergency declared by the President and supported by federal funds.

(2) This subsection applies only to an obligation on real and related personal property owned by a service member that:

- (i) Originated before the period of the servicemember's military service or in the case of a member of the National Guard or Reserves originated before being called into active duty and for which the servicemember is still obligated; and
- (ii) Is secured by a mortgage or other security in the nature of a mortgage.

(3) Stay of right to foreclose by mortgagee. - Upon receipt of written notice from the mortgagor or mortgagor's authorized representative that the mortgagor is participating in active duty or deployment or that the notice as provided in subsection (c) was received within nine (9) months of completion of active duty or deployment, the mortgagee shall be barred from proceeding with the execution of sale of the property as defined in the notice until such nine (9) month period has lapsed or until the mortgagee obtains court approval in accordance with subdivision (d)(5) below.

(4) Stay of proceedings and adjustment of obligation. - In the event a mortgagee proceeds with foreclosure of the property during, or within nine (9) months after a servicemember's period of

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active duty or deployment notwithstanding receipt of notice contemplated by subdivision (d)(3) above, the servicemember or his or her authorized representative may file a petition against the mortgagee seeking a stay of such foreclosure, after a hearing on such petition, and on its own motion, the court may:

- (i) Stay the proceedings for a period of time as justice and equity require; or
- (ii) Adjust the obligation as permitted by federal law to preserve the interests of all parties.

(5) Sale or foreclosure.- A sale, foreclosure or seizure of property for a breach of an obligation of a servicemember who is entitled to the benefits under subsection (d) and who provided the mortgagee with written notice permitted under subdivision (d)(3) shall not be valid if made during, or within nine (9) months after, the period of the servicemember's military service except:

- (i) Upon a court order granted before such sale, foreclosure or seizure after hearing on a petition filed by the mortgagee against such servicemember; or
- (ii) If made pursuant to an agreement of all parties.

(6) Penalties.- A mortgagee who knowingly makes or causes to be made a sale, foreclosure or seizure of property that is prohibited by subsection (d)(3) shall be fined the sum of one thousand dollars (\$1,000), or imprisoned for not more than one year, or both. The remedies and rights provided hereunder are in addition to and do not preclude any remedy for wrongful conversion otherwise available under law to the person claiming relief under this section, including consequential and punitive damages.

(7) Any petition hereunder shall be commenced by action filed in the superior court for the county in which the property subject to the mortgage or other security in the nature of a mortgage is situated. Any hearings on such petition shall be conducted on an expedited basis following such notice and/or discovery as the court deems proper.